

UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA
PHILADELPHIA DIVISION

IN RE:

NOEMI ACOSTA,
Debtor

BANK OF AMERICA, N.A., its assignees
and/or successors in interest,
Movant

vs.

NOEMI ACOSTA,
Respondent
WILLIAM C. MILLER,
Trustee

CHAPTER 13

CASE NO.: 16-16071-elf

HEARING DATE:

Tuesday, September 25, 2018
1:00 p.m.

LOCATION:

U.S. Bankruptcy Court
Robert N.C. Nix Federal Courthouse
Courtroom No 1
900 Market Street
Philadelphia, PA 19107

**MOTION TO PERMIT PARTIES TO ENTER INTO A
LOAN MODIFICATION AGREEMENT**

Movant, by its Attorney, Jason Brett Schwartz, Esquire, hereby requests an entry of an Order to permit Movant and Debtor, Noemi Acosta, to enter into a Loan Modification on a lien secured by real property commonly known as **6833 Rutland Street, Philadelphia, Pennsylvania 19149**.

1. Movant is Bank of America, N.A., its assignees and/or successors in interest.
2. Debtor, Noemi Acosta, is owner of premises hereinafter known as the mortgaged premises.
3. Movant is the current payee of promissory note dated January 17, 2009 in the principal amount of \$119,408.00 ("Note" herein) secured by said mortgage of same date ("Mortgage" herein) upon property generally described as **6833 Rutland Street, Philadelphia, Pennsylvania 19149** and legally described as set forth in the Mortgage.
4. Movant and the Debtor request permission to enter into a Loan Modification

Agreement, a copy of which is attached hereto as **Exhibit "A"**.

5. The Loan Modification Agreement will be valid notwithstanding the automatic stay provisions of 11 U.S.C. § 362(a), and the Movant will not be held liable for violations of the stay for communications in furtherance of that purpose, execution of the applicable documents or recording of the documents during the Debtor's case.

6. Bank of America, N.A., its agents, assignees and/or successors in interest, pray that this honorable Court enter an Order permitting the Movant and the Debtor to enter into the Loan Modification Agreement and for such other relief as this Court may deem just. Alternatively, if the Court deems this Motion unnecessary to effectuate the Loan Modification Agreement, the Movant prays for an Order stating that permission is not needed by the Court to enter into the instant loan modification agreement.

Respectfully submitted,

MESTER & SCHWARTZ, P.C.

/s/ Jason Brett Schwartz
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